

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmember's

FROM/PHONE: Chief John George /693-8320

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING APPROVED BY COUNCIL ON JANUARY 2, 2003, BY AND BETWEEN SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE AND THE TOWN OF DAVIE.

REPORT IN BRIEF: The South Florida Money Laundering Strike Force is a collaborative effort which includes the Davie Police Department and eighteen other Federal, State, County and local Law Enforcement Agencies in a multi-jurisdictional task force intended to combat illegal money laundering, drug trafficking and other drug law violations, and related criminal violations. The attached Addendum to the Memorandum of Understanding clarifies each agencies responsibility and agreement to accept liability of its employee's actions.

PREVIOUS ACTIONS: The participating agencies have been operating under a Memorandum of Understanding made and entered into on December 18, 2002 through September 30, 2004, per the agreement between the Town of Davie and South Florida Money Laundering Strike Force. The Addendum has been reviewed by the Town Attorney.

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost: \$ N/A

Account Name: N/A

RECOMMENDATION(S):

Motion to approve resolution and Addendum to Memorandum of Understanding

Attachment(s):

Resolution

Addendum to Memorandum of Understanding

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING APPROVED BY COUNCIL ON JANUARY 2, 2003, BY AND BETWEEN SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE AND THE TOWN OF DAVIE.

WHEREAS, the South Florida Money Laundering Strike Force Voluntary Cooperation Mutual Aid Agreement was executed on or about January 2, 2003 in order to coordinate a multi-jurisdictional strike force of Law Enforcement Agencies from Miami-Dade and Broward Counties which have joined together to combat money laundering and narcotics offenses; and

WHEREAS, specified Law Enforcement personnel assigned to the South Florida Money Laundering Strike Force are assigned leased vehicles which are funded through the annual budget of the South Florida Money Laundering Strike Force; and

WHEREAS, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force agree that this Addendum is necessary to further establish each participating agency's responsibility to accept any and all liability resulting from the manner in which their personnel assigned to the South Florida Money Laundering Strike Force operate their assigned vehicles; and

WHEREAS, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie approves the Addendum to the Memorandum of Understanding made and entered into on December 18, 2002 through September 30, 2004, per the agreement between the Town of Davie and South Florida Money Laundering Strike Force.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2003

RECEIVED

FEB 27 2003

DAVIE POLICE DEPARTMENT

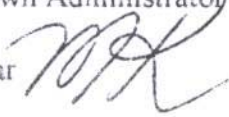
MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314

MEMORANDUM

DATE: February 26, 2003

TO: John George, Chief of Police

CC: Tom Willi, Town Administrator

FROM: Monroe D. Kiar 

RE: Control Number 030206
Addendum to the South Florida Money Laundering Strike Force
Memorandum of Understanding

ADM. SVC. DEPT.

FEB 26 P 4:47

TOWN OF DAVIE

You asked this office to provide an opinion as to whether the Chief of Police may sign an addendum to the South Florida Money Laundering Memorandum of Understanding without the further approval of the Town Council.

Discussion

This office has reviewed the proposed addendum to the South Florida Money Laundering Memorandum of Understanding and your memorandum to the Town Attorney dated February 21, 2003. Upon review of the proposed addendum, it is clear that the provisions of the addendum establish certain costs and liabilities that the Town may sustain as a result of indemnifying and holding harmless other parties to the agreement. These costs include court costs and attorneys fees arising from any actions, causes of action, suits, damages, or judgments brought against employees, agents, or representatives of the other parties. The addendum additionally sets forth that the Town will maintain its own automobile liability insurance or maintain a self-insuring fund in an amount not to be less than the "amount of statutory waiver of sovereign immunity."

Because the Town will incur the above mentioned costs and may incur substantial liabilities as a result of the implementation of this addendum, the Town's elected body, the Town Council, must approve the addendum. This office acknowledges the importance attached to this matter and has accordingly responded to your memorandum in an expeditious manner.

ADDENDUM TO THE SOUTH FLORIDA MONEY LAUNDERING STRIKE FORCE
VOLUNTARY COOPERATION MUTUAL AID AGREEMENT

This Addendum is made this ____ day of _____, 2003, by and between the aforementioned participating Law Enforcement Agencies which comprise the South Florida Money Laundering Strike Force.

WHEREAS, the South Florida Money Laundering Strike Force Voluntary Cooperation Mutual Aid Agreement was executed on or about _____, 2002 in order to coordinate a multi-jurisdictional strike force of Law Enforcement Agencies from Miami-Dade and Broward Counties which have joined together to combat money laundering and narcotics offenses; and

WHEREAS, specified Law Enforcement personnel assigned to the South Florida Money Laundering Strike Force are assigned leased vehicles which are funded through the annual budget of the South Florida Money Laundering Strike Force; and

WHEREAS, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force agree that this Addendum is necessary to further establish each participating agency's responsibility to accept any and all liability resulting from the manner in which their personnel assigned to the South Florida Money Laundering Strike Force operate their assigned vehicles; and

WHEREAS, the participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force hereby agree to the extent permitted by Law to indemnify from any liability and hold harmless the other participating Law Enforcement Agencies of the South Florida Money Laundering Strike Force for any negligent acts or negligent omissions committed by their respective personnel while acting within the scope of their employment.

THEREFORE, IN CONSIDERATION of the mutual terms and conditions contained herein, the parties agree as follows:

Each participating Law Enforcement Agency of the South Florida Money Laundering Strike Force hereby agree to maintain its own automobile liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each participating Law Enforcement Agency to adequately insure each participant's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

The parties (indemnitors) to this Agreement understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources assigned to them. Each party (indemnitor) to this Agreement

hereby shall, to the extent permitted by Law, indemnify from any liability and hold harmless the other parties (indemnities) to this Agreement, their employees, agents, or representatives against liability including, but not limited to, court costs and attorneys fees, arising from any actions, causes of action, suits, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnities, their employees, agents, and representatives as a result of the indemnitor, its employees, agents, or representatives' negligent acts or negligent omissions, while acting within the scope of their employment. Each party to this Agreement will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes Section 768.28. Nothing contained herein shall be construed as a waiver of sovereign immunity.

IN WITNESS WHEREOF, the parties execute this instrument on the date referenced above.

CITY OF AVENTURA POLICE DEPARTMENT

Thomas E. Ribel
Chief of Police

Date

BROWARD COUNTY SHERIFF'S OFFICE

Kenneth C. Jenne
Sheriff

Date

CITY OF COOPER CITY POLICE DEPARTMENT

CITY OF CORAL GABLES POLICE DEPARTMENT

James Skinner
Chief of Police

Date

CITY OF DAVIE POLICE DEPARTMENT

Mayor

Date

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

James T. Moore
Executive Director

Date

FLORIDA HIGHWAY PATROL

Christopher A. Knight
Director

Date

CITY OF HALLANDALE BEACH POLICE DEPARTMENT

Lawrence A. Faragher
Chief of Police

Date

CITY OF HOLLYWOOD POLICE DEPARTMENT

James H. Scarberry
Chief of Police

Date

CITY OF MIAMI POLICE DEPARTMENT

John F. Timoney
Chief of Police

Date

CITY OF MIAMI BEACH POLICE DEPARTMENT

Donald W. Delucca
Chief of Police

Date

**MIAMI DADE STATE ATTORNEY'S OFFICE, ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA**

Katherine Fernandez-Rundle
State Attorney

Date

CITY OF MIRAMAR POLICE DEPARTMENT

Melvin D. Standley
Chief of Police

Date

MONROE COUNTY SHERIFF'S OFFICE

Richard D. Roth
Sheriff

Date

CITY OF NORTH MIAMI POLICE DEPARTMENT

Gwendolyn Boyd-Savage
Chief of Police

Date

CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT

William Berger
Chief of Police

Date

CITY OF PEMBROKE PINES POLICE DEPARTMENT

Daniel Giustino
Chief of Police

Date

